

Men's Basketball Coach Employment Agreement
2012-2018

This Agreement (the "Agreement"), made by and between the University of Rhode Island hereinafter called the "University" and DANIEL HURLEY hereinafter called "the Coach";

W I T N E S S E T H:

WHEREAS the University requires the services of an athletic coach to be the Head Coach of the University's men's varsity basketball team; and

WHEREAS, DANIEL HURLEY meets the University's qualifications for the position and is available for employment in said capacity by the University;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the University and the Coach agree as follows:

1.0 Employment:

Subject to the conditions stated in the provisions of this Agreement, the University hereby employs the Coach as head coach of the men's intercollegiate varsity basketball team at the University (the "Team") and the Coach hereby agrees to and does accept the terms and conditions for said employment outlined herein. In such capacity, the Coach shall be under the immediate supervision of the Director of Athletics. The Coach shall exercise his best efforts in the performance of his duties hereunder which shall include such duties as are customary in connection with supervision and administration of the basketball program and such other duties in the intercollegiate athletic program of the University consistent with the position of Head Men's Basketball Coach at a Division I NCAA school.

2.0 Term:

The term of this Agreement shall be for the period beginning on March 21, 2012, and ending on April 7, 2018 (the "End Date") subject to the terms and conditions stated herein (the "Term"). During the Term, each period from March 21 through and including the following March 20 shall be referred to as a "Contract Year" (except that the sixth and final Contract Year shall conclude on the End Date). This employment in no way grants the Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University.

3.0 Compensation:

3.1 In consideration for rights, services and performance of the conditions of this Agreement by the Coach, the University promises to pay the Coach:

3.1.1 An annual base ("Base Salary") salary of \$300,000.00 (Three Hundred Thousand and no/100 Dollars) effective March 21, 2012, payable in bi-weekly installments during the Term of the Agreement.

3.1.2 It is agreed that the compensation so paid shall be subject to the same payroll deductions (for example, state and federal taxes, F.I.C.A. withholding, and employee contributions to the retirement plan) that apply to the University's non-academic administrative employees.

3.1.3 An annual contribution to the University's retirement plan in accordance with the University's personnel policies pertaining to all non-academic administrative personnel. The Coach shall also be eligible to participate in group insurance, and retirement programs and voluntary payroll deduction programs, and disability insurance, on the same basis, and with the same employer contributions (if applicable), that apply to the University's comparable non-academic administrative employees. It is agreed that only the Coach's Base Salary shall apply for the purposes of this section and not the additional salary, benefits, bonuses or other compensation referred to in this Agreement.

3.2 Other Benefits, Bonuses and Compensation:

3.2.1 The University shall provide Coach with a motor vehicle stipend, in the amount of \$12,000.00 (Twelve Thousand and no/100 Dollars) annually and payable in equal monthly installments through the Fast Break Basketball Booster Club (on the first day of each month) of \$1,000.00 (One Thousand and no/100 Dollars) which motor vehicle is to be used by the Coach under the University's rules and regulations (provided the same are provided to Coach in writing, in advance). Insurance and maintenance of the motor vehicle shall be the sole responsibility of Coach.

3.2.2 The University shall pay to Coach a bonus, in addition to his Base Salary, in the amount of \$20,000.00 (Twenty Thousand and no/100 Dollars), for each first, second, and third round NCAA post season tournament game in which the Team participates during the Term.

3.2.3 The University shall pay to Coach a bonus, in addition to his Base Salary, in the amount of \$25,000.00 (Twenty-Five Thousand and no/100 Dollars), for each "Sweet 16"; "Elite 8"; "Final 4"; and "National Championship" NCAA post season tournament game in which the Team participates during the Term.

3.2.4 The University shall pay to the Coach a bonus, in addition to his Base Salary, in the amount of \$5,000.00 (Five Thousand and no/100 Dollars) if the Team is selected and participates in the NIT post season tournament (amount is on a "tournament" basis).

3.2.5 The Coach will also receive, in addition to his Base Salary, the sum of \$175,000.00 (One Hundred Seventy-Five Thousand and no/100 Dollars) in each Contract Year as a guaranteed portion of the gate receipts for all home games administered by the URI Athletic Department. This amount shall be increased \$15,000.00 (Fifteen Thousand and no/100 Dollars) in each Contract Year following the first Contract Year of the Term of this Agreement. Said amount shall be payable quarterly during the Term (on October 1, January 1, April 1 and July 1 of each Contract Year. The first payment shall be payable on October 1, 2012).

3.2.6 (a) If the Coach is named the Atlantic 10 or successor conference (the "Conference") Coach of the Year (solo or shared), he will receive a one-time payment from the University of \$5,000.00 (Five Thousand and no/100 Dollars) (for each Contract Year in which he achieves such award); (b) if the Coach is named the NCAA National Coach of the Year, he will receive a one-time payment of \$10,000.00 (Ten Thousand and no/100 Dollars) (for each Contract Year in which he achieves such award); (c) if the Team finishes in first

place in the Conference (solo or shared), Coach will receive a one-time payment of \$20,000.00 (Twenty-Thousand and no/100 Dollars) (for each Contract Year in which the Team finishes in first place); or (d) if the Team wins the Conference Tournament Championship, the Coach will receive a one time payment of \$20,000.00 (Twenty-Thousand and no/100 Dollars) (for each Contract Year in which the Team wins such championship).

3.2.7 (a) Coach shall be paid bi-annually (payable on 9/20 and 3/20, commencing on September 20, 2012) the sum of \$25,000.00 (Twenty-Five Thousand and no/100 Dollars) per Contract Year for his participation in the URI Men's Basketball radio program; and (b) in addition, Coach shall be paid bi-annually (payable on 9/20 and 3/20, commencing on September 20, 2012) the sum of \$25,000.00 (Twenty-Five Thousand and no/100 Dollars) per Contract Year for his participation in the URI Men's Basketball Television Show. If Coach is available to participate in the said radio program and Television Show the University shall remain obligated to make the payments hereunder even if the radio program or Television Shows are cancelled by the University.

3.2.8 Coach shall be paid quarterly (payable on 6/20, 9/20, 12/20, and 3/20, commencing June 20, 2012) the sum of \$10,000.00 (Ten Thousand and no/100 Dollars) per Contract Year for his availability to appear and participate at Athletic events and functions reasonably scheduled and approved by the Director of Athletics.

3.2.9 Coach shall be paid the sum of \$5,000.00 (Five Thousand and no/100 Dollars) in any Contract Year of this Agreement that the gross revenue raised by the Fast Break Basketball Booster Club exceeds \$150,000.00 (One Hundred Fifty Thousand and no/100 Dollars).

3.2.10 Coach shall be paid the sum of \$25,000.00 (Twenty-Five Thousand and no/100 Dollars) in any Contract Year of this Agreement that the gross ticket revenue for the

Team's home games at the Ryan Center or other venue included in the University's season ticket package exceeds \$1,000,000.00 (One Million and no/100 Dollars).

3.2.11 (a) Coach shall be paid beginning academic year 2012-2013 the sum of \$7,500.00 (Seven Thousand Five Hundred and no/100) for each Academic Year that the Team grade point average is no less than 2.5; or (b) the sum of \$10,000.00 (Ten Thousand and no/100 Dollars) for each Academic Year that the Team grade point average is no less than 2.75, but not both.

3.2.12 The Coach shall be entitled to operate a summer youth basketball camp and shall have the opportunity to use University facilities in connection with the basketball camp. The Coach will pay for all out-of-pocket expenses associated with the camp. The Coach will also provide a minimum of \$1,000,000.00 (One Million and no/100 Dollars) of liability insurance naming the University and the Board of Governors for Higher Education as additional insured. All income received by the Coach for the camps shall be in addition to the compensation referenced in this Agreement. Any profits made by the Coach, from this enterprise, shall be retained by him solely. All fees associated with the University facilities will be paid by Coach at the established University rates. Such expenses include use of the pool, staffing, lifeguards, and the like, in accordance with University rules and regulations. The Coach shall confer with the Athletic Director concerning the intended dates of the camp in sufficient time to ensure the availability of required University facilities.

3.2.13 The University will pay the reasonable dues and fees of a country club or beach club membership, including initiation fees, monthly dues and food minimums, not to exceed the sum of \$8,000.00 (Eight Thousand and no/100 Dollars) per Contract Year for the Coach through the Fast Break Basketball Booster Club (the "Booster Club").

3.2.14 The Coach shall be entitled to receive a total of 20 VIP quality home game

tickets for each game played at the Ryan Center. In addition, the University shall provide Coach with four (4) tickets to each session of the NCAA Men's Basketball "Final Four" in each Contract Year. Further, the University shall provide the Coach with two (2) parking passes for all University athletic events. In addition, the Coach shall receive 12 game tickets for Conference, NCAA and NIT Tournament games in which the Team participates and shall be solely responsible for payment of any and all taxes, including penalties and interest, related to the value of said tickets, if any, and further agrees to indemnify, defend and hold harmless the University, and its governing board, the Board of Governors for Higher Education, their respective employees and agents from any claim, demand, payment, loss or liability related in any way to the assessment or payment of said taxes, penalties and interest.

3.2.15 The Coach shall receive that sum of \$65,000.00 (Sixty-Five Thousand and no/100 Dollars) per Contract Year from the receipts of an away game guarantee as determined by the Director of Athletics. The guarantee will not include television revenue. The University agrees that said amount shall be paid to Coach regardless as to whether the Team procured or participates in such game; and shall be due and payable on or before December 31 of each Contract Year.

3.2.16 The University shall reimburse the Coach for his actual relocation expenses (including temporary housing) up to a maximum of Dollars \$20,000.00 (Twenty-Thousand and no/100). Said reimbursement shall take place promptly after the submission of an invoice and required documentation of such expenses by the Coach.

3.3 The amounts detailed throughout Section 3.2 (the "Bonus Payments") are cumulative in nature unless expressly indicated to the contrary. Unless indicated otherwise, all Bonus Payments shall be due and payable within thirty (30) days of when they are earned or achieved.

4.0 Coach's Duties:

4.1 In consideration of the annual salary and other compensation and benefits which may become due and payable to the Coach under provisions of this Agreement, the Coach does promise and agree as follows:

4.1.1 Faithfully and conscientiously to perform the reasonable duties assigned by the Director of Athletics and the President as specified in Section 1.0 above and 4.3 below;

4.1.2 To use his best efforts and devote attention and energy to the duties of Head Men's Basketball Coach as required by the contract herein, and to the promotion of the University's athletic program; and to avoid any business or professional activities or pursuits that will prevent the Coach from the material performance of his duties under this Agreement.

4.1.3 To recognize and comply with the laws, policies, rules, and regulations of and governing the University and its employees, and the rules of the National Collegiate Athletic Association "NCAA", and the Conference, as now constituted or as they may be amended during the term hereof. The Coach shall also endeavor to ensure that all assistant coaches, basketball student-athletes, and any other employees or any representatives of the University's athletic interests for whom the Coach is administratively responsible, comply with the University, NCAA and Conference aforesaid policies, rules, and regulations as well.

4.1.4 If the Coach or any assistant coaches, men's basketball student-athletes, or any other employees or representatives of the University's athletic interests for which the Coach is directly administratively responsible, is found to be in violation of NCAA rules and regulations, the Coach shall be subject to disciplinary or corrective action by the University and/or by the NCAA as set forth in the NCAA enforcement procedure. The Coach shall not be suspended nor shall his employment be terminated for the violations of NCAA rules and

regulations that took place during his prior employment unless those violations are based on conduct or activities of the Coach not previously disclosed to the University or are violations different than those previously made known to the University.

For purposes of this Agreement, "Major Violation" is defined as any violation for which NCAA regulations or Article 19 of the NCAA Manual defines as "major" and which results in any disciplinary measure prescribed by Bylaws Article 19 against the Coach as described by the NCAA Manual or other applicable NCAA regulation.

4.2 The Coach will be evaluated annually in writing on the anniversary date of this Agreement by the Director of Athletics and be held directly accountable for the duties relating to the men's basketball program as set forth in this Agreement.

4.3 The following duties of the Coach must be performed in good faith and through the best efforts of the Coach: (1) promotion of the academic and social welfare of the student-athletes in his charge; (2) recruiting, teaching, supervision and evaluation of student-athletes in his charge; (3) recruiting, teaching and supervision and evaluation of the performance of assistant coaches and other men's basketball staff members; (4) management of the men's basketball budget, which shall be established after consultation with the Athletic Director or his designee; (5) seeking to maintain a good working relationship with the University community, especially with the faculty and academic leadership, and conducting public relations related to the men's basketball program, including relations with media, alumni, boosters and the general public which reflect positively on the University. Without limiting the generality of the foregoing, the Coach agrees that he shall through his best efforts perform the specific duties in the Position Description attached hereto as Exhibit B and incorporated herein by this reference.

4.4 Pursuant to the NCAA legislation, the Coach agrees that he and his staff will be "NCAA Certified," each year before beginning any recruitment off the University

campus, and in addition Coach and his staff are required to be CPR certified pursuant to University rules and regulations.

4.5 The parties agree that the University shall not be permitted to assign Coach to any other position.

5.0 Support Staff:

5.1 The Coach shall have the right to select and retain three (3) assistant men's basketball coaches who shall be paid on the bi-weekly payroll subject to the same payroll deductions and the same benefits that apply to the University's non-academic administrative employees. The Coach shall also have the right to select and retain a director of basketball operations who shall be paid on the bi-weekly internal payroll with health care benefits, only subject to the approval of the Director of Athletics (not to be unreasonably withheld) and in accordance with the personnel policies of the University. The Coach shall also have the right to select and retain a videographer who shall be paid on the bi-weekly internal payroll with no benefits subject to the approval of the Director of Athletics (not to be unreasonably withheld) and in accordance with the personnel policies of the University. A pool of \$375,000.00 (Three Hundred Seventy-Five Thousand and no/100 Dollars) (the "Salary Pool") will be used for the salaries of the assistant coaches, director of basketball operations and videographer. Any increase in income or salary for the assistant coaches, director of basketball operations and videographer shall be subject to University policy, based on merit, and recommended by the Athletic Director in consultation with the Coach.

5.2 (a) The sum of \$20,000.00 (Twenty-Thousand and no/100 Dollars) shall be available for distribution to the assistant coaches at the discretion of the Coach and subject to the approval of the Director of Athletics (not to be unreasonably withheld) in any Contract Year that the Team wins Conference regular season (including sharing first place) and/or tournament Championship. (b) A sum not to exceed \$25,000.00 (Twenty-Five Thousand

and no/100 Dollars) shall be available for distribution to the assistant coaches in the discretion of the Coach subject to approval of the Director of Athletics (not to be unreasonably withheld) in any Contract Year that the Team competes NCAA tournament.

5.3 A motor vehicle allowance of \$400.00 (Four Hundred and no/100 Dollars) per month shall be paid for each of the three (3) aforementioned assistant coaches.

5.4 The University shall provide the Coach with the support of a full time secretary.

5.5 The University shall provide a relocation expense pool not to exceed \$15,000.00 (Fifteen Thousand and no/100 Dollars) to reimburse the three (3) aforementioned assistant coaches for their relocation expenses, the allocation for which shall be in the reasonable discretion of the Coach subject to the approval of the Director of Athletics which shall not be unreasonably withheld.

6.0 Termination:

6.1 The University reserves the right and option to terminate this Agreement upon written notice to Coach for "Cause." For the purposes of this Agreement, "Cause" shall be defined as the following: (1) Coach's material failure to perform any of the material duties referred to in this Agreement, or refusal or unwillingness to perform such duties (subject to force majeure); provided Coach is first given a reasonable opportunity to cure (e.g., at least ten [10] days); (2) Coach engages in any conduct which results in a finding of a Major Violation by the NCAA as defined by the NCAA regulations or set forth in Article 19 of the NCAA Manual (subject to Section 6.2), or conduct by an assistant coach, men's basketball student athletes or employees or representative of the University's athletic interests for which Coach is directly administratively responsible, which is known or should have been known by Coach and not promptly reported to the University, and which results in

a finding of a Major Violation by the NCAA as defined by the NCAA regulations or set forth in Article 19 of the NCAA Manual (subject to Section 6.2); (3) Coach's prolonged absence from duty without the written authorization of the Athletic Director; (4) Coach's conviction of, or plea of nolo contendere to, charges of a felony; and/or (5) commission of an act of moral turpitude by Coach (provided said act would constitute a felony). The University shall provide Coach with notice of his deficiencies and, where practicable, shall allow the Coach a reasonable time to correct such deficiencies which time shall not exceed ten (10) days from the date of notice (it being understood that Section 6.1(1) shall always entitle Coach to not less than ten [10] days to cure).

6.2 Notwithstanding any term or provision of this Agreement, in the event the University terminates this Agreement for Cause, pursuant to Section 6.2(2), above, and the NCAA subsequently determines that (1) no Major Violation occurred; or (2) to the extent a Major Violation occurred, (a) it did not result from Coach's conduct; or (b) it resulted from the conduct of an assistant coach, men's basketball student-athletes, or employees for which Coach is directly administratively responsible but said conduct was neither known nor reasonably should have been known by Coach; then in such an instance, the University's termination of this Agreement for Cause shall be deemed as a termination without Cause (pursuant to Section 6.7 and Coach will be entitled to immediate payment of the Termination Payment [as defined below] retroactive to the original date of termination).

6.3 Coach shall be permitted to terminate this Agreement upon written notice to the University in the event that the University materially breaches this Agreement and fails to cure such material breach within ten (10) days of its receipt of written notice thereof from or on behalf of Coach. In the event of such a termination by Coach, it shall be deemed that the University terminated this Agreement (pursuant to Section 6.7) without Cause, and all payment obligations detailed therein shall apply.

6.4 Termination of this Agreement for Cause by the University may occur only after recommendation of such action by the Director of Athletics and concurrence by the President of the University or a decision of the President subject to the arbitration provisions set forth in Section 6.8.

6.5 In the event this Agreement is terminated for Cause by the University, all obligations of the University to make further salary or other payments to the Coach and/or to provide other consideration hereunder shall cease as of the date of termination, excluding any payments which were due prior to the effective date of such termination, as well as any portion of the Bonus Payments which were earned or achieved prior to the effective date of such termination [even if such amounts were not yet due and payable to the Coach].

6.6. If the Coach resigns and/or terminates his employment with the University before the expiration of this Agreement, he shall deliver written notice to the University, provided that in no event (subject to Section 6.3), while he is assigned to the position of Head Coach of Men's Basketball, shall Coach be permitted to terminate this Agreement or to accept any other employment as a collegiate basketball coach after the beginning of men's basketball pre-season practice and prior to the conclusion of the Team's basketball season (including post-season competition) as defined by the NCAA, so as to minimize the impact on men's basketball and athletics program, without the University's consent. In the event the Coach terminates this Agreement to accept other employment as a college basketball coach (except with respect to a termination pursuant to Section 6.3, in which case no liquidated damages as set forth in this Section 6.6 shall be payable), before the expiration of this Agreement, he will pay total liquidated damages as follows: (i) the sum of \$400,000.00 (Four Hundred Thousand and no/100 Dollars) if such termination is between March 26, 2012 and April 5, 2013; (ii) the sum of \$250,000.00 (Two Hundred Fifty Thousand and no/100 Dollars) if such termination is between April 6, 2013 and April 5, 2016; (iii) the sum of \$150,000.00 (One Hundred Fifty Thousand and no/100 Dollars) if such termination is between April 6, 2016 and April 5, 2017; and (iv) the sum of \$75,000.00 (Seventy-Five

Thousand and no/100 Dollars) if such termination is between April 6, 2017 and the End Date. The Coach agrees the liquidated damages herein set forth are fair and reasonable and do not constitute a penalty; and further, the University shall have no obligation or duty to mitigate any damages whatsoever, and such liquidated damages shall not be subject to recovery by Coach under any circumstances..

6.6.1 Upon termination of this Agreement pursuant to Section 6.6 neither the University nor the Coach shall have any obligation hereunder, except as expressly set forth in said section; provided, however, if the Coach is needed for investigation of an NCAA infraction, he will make himself reasonably available at no additional cost to the University, (excluding normal University regulated travel expense). In addition, the University shall remain obligated to pay Coach any amounts that were due and payable prior to the effective date of Coach's termination as well as any portion of the Bonus Payments which were earned or achieved prior to the effective date of such termination (even if such amounts were not yet due and payable to the Coach).

6.7 The University shall have the right to unilateral termination of this Agreement without Cause or on any basis other than for Cause. Such unilateral termination by the University shall be effectuated by delivering to the Coach written notice of the University's intent to terminate this Agreement. If the University exercises its right to unilateral termination under this provision, the Coach shall be entitled to liquidated damages only and as set forth herein. If the University exercises its right to unilateral termination prior to the expiration of the term of this Agreement, the University shall pay to Coach within sixty (60) days of such termination, as liquidated damages, his Base Salary for the remaining portion of the Term (as if it naturally expired on the End Date and Coach fully performed hereunder). Said payment shall be referred to as the "Termination Payment." The Coach and the University agree that the amount of liquidated damages are fair and reasonable and do not constitute a penalty; and further, Coach shall have no obligation or duty to mitigate any damages whatsoever, and such liquidated damages shall not be subject

to recovery by the University under any circumstances. The University agrees that any termination of this Agreement by the University requires written notice to Coach, and such notice must specifically state whether such termination is for Cause or is without Cause (pursuant to this Section 6.7). In the event such termination notice does not so indicate, it shall be deemed that the University's termination was without Cause, and was made pursuant to this Section 6.7.

6.8 In the event the University terminates this Agreement for Cause pursuant to Section 6.1, and there is a dispute between the University and the Coach as to whether Cause existed for such termination, or for any dispute regarding benefits and compensation as set forth in Section 3.3 of this Agreement, or any other dispute related to the interpretation or performance of this Agreement, they will submit such dispute to a single arbitrator (with substantive sports law experience) to be settled by binding arbitration in Rhode Island, in accordance with the rules then in effect of the American Arbitration Association, and judgment of the award may be entered in any court having jurisdiction thereof. The cost of arbitration shall be shared equally between the parties, but each party shall be solely responsible for their own legal fees which shall not be made part of any arbitration award.

6.9 In no case shall the University be liable to the Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel, equipment or show contracts, consulting relationships or any other sources, if any.

6.10 Upon termination of this Agreement, for whatever reason, or other expiration of this Agreement, the Coach shall, no later than thirty (30) days after expiration or notice of termination is given, return to the University all equipment, keys, documents, automobiles, cell phones, computers, tablets and all other properties of the University.

7.0 Outside Business Activities:

7.1 The Coach agrees not to personally or through any agent, actively seek, negotiate for, or accept other full-time or part-time employment as an NCAA men's Division I basketball coach so long as twelve months remain on the terms of this agreement without first providing written notice to the Director of Athletics.

7.2 The Coach agrees to request permission from the University President per NCAA section 11.2.2 and 11.2.2.1, which permission shall not be unreasonably withheld, before engaging in any activities generating athletically-related income for the Coach from sources outside the University, consistent with the University's policies related to outside income and benefits applicable to all full time or part time employees.

7.3 The Coach agrees not to accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for scheduling athletic contests or individual meet participation with another institution or sponsor athlete competitions. This specifically precludes the acceptance of compensation or gratuities from other institution's schedule brokers or agents and television/radio networks or syndicators.

7.4 The Coach shall not use the University's name or logos in the endorsement of commercial products or services for personal gain without the prior approval of the University's designated representative.

8.0 Relationship Between the Parties:

The relationship between the Coach and the University shall be determined solely by the terms and conditions of this Agreement. All prior written and oral representations of the parties are hereby superseded by this Agreement. This agreement is the complete agreement between the Coach and the University.

9.0 Governing Law:

This Agreement shall be governed by and construed under the laws of the State of Rhode Island.

10.0 Severability:

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

11.0 Force Majeure:

If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, the same shall not be deemed to be a breach of this Agreement for the period of the Force Majeure Event and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, illness or disability, labor dispute, riot or civil commotion, act of public enemy, act of terror and/or terrorism, governmental act, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargos, illness, or other reason beyond the control of the parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

12.0 Notices:

Notices to each party shall be sent to the following addresses:

To the University:

c/o Thorr Bjorn, Director of Athletics
URI Department of Athletics
Three Keaney Road, Suite One
Kingston, RI 02881

With a copy to:

Office of the General Counsel
University of Rhode Island
Green Hall, 35 Campus Avenue
Kingston, RI 02881

To the Coach:

c/o The Legacy Agency, Inc.
230 Park Avenue, Suite 851
New York, NY 10169
Attn. Jordan Bazant

With a copy to:

The Sacks Group, PLLC
5335 Wisconsin Ave., NW
Suite 720
Washington, DC 20015
Attn. Rand E. Sacks, Esq.

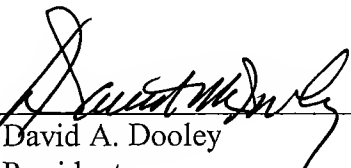
13.0 Modifications:

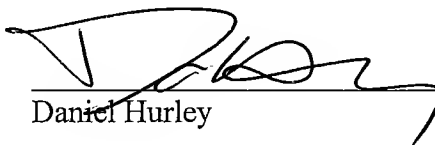
This Agreement may only be amended in writing and signed by the parties hereto.

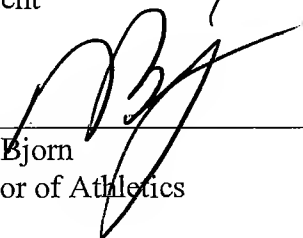
IN WITNESS WHEREOF, the Coach and the authorized representatives of the University have executed this Agreement on this 29th day of March 2012.

For: The University of Rhode Island

For: The Coach

By 
David A. Dooley
President


Daniel Hurley

By 
Thor Bjorn
Director of Athletics

cc: Department of Athletics
Vice President for Student Development
Personnel

JOB DESCRIPTION POSTED 3/12

Class Code:.....0363-97
Position #: (NUNC).....
Developed by:.....SG
Reviewed by:.....RP;..TB
Approved by:.....LK
Date:.....4/97; 3/12

UNIVERSITY OF RHODE ISLAND

Position Description

TITLE: Head Coach, Men's Basketball

DIVISION: Student Development (Athletics)

REPORTS TO: Director, Athletics

GRADE:

SUPERVISES: Assistant basketball coaches and clerical support staff

BASIC FUNCTION:

Direct and coordinate all phases of a Division I NCAA basketball program.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Recruit, supervise and evaluate the University's basketball program's assistant coaches.

Recruit, teach, supervise and evaluate the program's student-athletes and oversee their practice sessions, training and conditioning.

Work with the Associate Director of Athletics to develop and manage the budget for the basketball program.

Work with the Director of Athletics to coordinate fund-raising and public relations efforts: maintain a good working relationship with the University community, especially with the faculty and academic leadership; conduct public relations related to the men's basketball program, including relations with media, alumni, boosters and the general public which reflect positively on the University. Attend other engagements including, but not limited to, a TV show, a radio show; appearing at Athletics, University & community programs, as requested by the Director of Athletics.

Comply with all NCAA, University, and Atlantic 10 Conference policies and regulations.

Support the University's academic goals and monitor the academic performance and social welfare of the program's student athletes.

Represent the University at all appropriate conference and professional meetings and serve as liaison with the Fast Break boosters' club.

EXHIBIT B

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Head Coach, Men's Basketball (0363-97)
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OTHER DUTIES AND RESPONSIBILITIES:

Perform other duties as required.

LICENSES, TOOLS AND EQUIPMENT:

ENVIRONMENTAL CONDITIONS:

The incumbent is not substantially exposed to adverse environmental conditions.

QUALIFICATIONS:

Bachelor's degree required. Successful experience as a Division I head coach or five years minimum experience as an assistant basketball coach at the college level (preferably Division I) or professional level required. Excellent organizational, administrative and communication skills (verbal and written) required. Demonstrated effectiveness in recruiting student athletes required, as are demonstrated leadership skills and ability to work with college students, alumni, staff, boosters and the media. Demonstrated successful experience in fund-raising and public relations in athletics required. Must possess a commitment to a high degree of integrity and adherence to the University, NCAA, and Atlantic 10 Conference rules and regulations, and to student athletes' academic progress and achievements. Appointment is subject to NCAA violation report clearance.

ALL REQUIREMENTS ARE SUBJECT TO POSSIBLE MODIFICATION TO REASONABLY ACCOMMODATE INDIVIDUALS WITH DISABILITIES.

First Amendment to the Men's Basketball Coach Employment Agreement

This First Amendment to the Men's Basketball Coach Employment Agreement (the "Amendment") is executed this 11th day of April, 2013, by and between the University of Rhode Island (the "University") and Daniel Hurley ("Coach").

WHEREAS, the University and Coach have executed a certain Men's Basketball Coach Employment Agreement dated March 21, 2012, (the "Agreement") in connection with Coach serving as the University's head coach of men's basketball; and

WHEREAS, the parties desire to make certain changes and modifications to the Agreement consistent with the terms and conditions contained in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and Coach agree as follows:

1. Section 2.0 (Term) of the Agreement is hereby amended as follows: The End Date shall be changed to April 5, 2020.
2. The following new Section shall be added to the Agreement, as Section 3.2.17:

3.2.17 At the conclusion of each fiscal year during the Term, in the event the booster club is in a positive balance and all expenses incurred from the previous year have been covered, the Coach shall be permitted to direct use of all such positive balance funds (in his good-faith discretion) for the advancement of the Team (at all times, consistent with NCAA regulations).
3. Section 5.1 (Support Staff) The salary pool set forth in this subsection is changed from \$375,000.00 (Three Hundred Seventy-Five Thousand and no/100 Dollars) to \$400,000.00 (Four Hundred Thousand and no/100 dollars).
4. Section 6.6 (i) through and including (iv) is hereby deleted in its entirety and replaced with the following language:

(i) the sum of \$300,000.00 (Three Hundred Thousand and no/100 Dollars) if such termination is between the date of this First Amendment and April 5, 2014; (ii) the sum of \$250,000.00 (Two Hundred Fifty Thousand and no/100 Dollars) if such termination is between April 6, 2014 and April 5, 2016; (iii) the sum of \$150,000.00 (One Hundred Fifty Thousand and no/100 Dollars) if such termination is between April 6, 2016 and April 5, 2017; (iv) the sum of \$75,000.00 (Seventy-Five Thousand and no/100 Dollars) if such termination is between April 6, 2017 and April 5, 2018; and (v) the sum of \$0.00 (Zero and no/100 Dollars) if such termination is between April 6, 2018 and the End Date.

5. Section 6.7 (Termination) of the Agreement is hereby deleted in its entirety and replaced with the following language:

6.7 The University shall have the right to unilateral termination of this Agreement without Cause or on any basis other than for Cause. Such unilateral termination by the University shall be effectuated by delivering to the Coach written notice of the University's intent to terminate this Agreement. If the University exercises its right to unilateral termination under this provision, the Coach shall be entitled to liquidated damages as follows. If at the time the University exercises its right to unilateral termination, as set forth herein, prior to the expiration of the term of this Agreement, the University shall pay to Coach, (a) his Base Salary described in Section 3.1.1 for the remaining portion of the Term (as if it naturally expired on the End Date and Coach fully performed hereunder) and, in addition thereto, the following amounts all of which shall end on April 7, 2018; (b) the amounts described in Section 3.2.1; (c) the amounts described in Section 3.2.5; (d) the amounts described in Section 3.2.7; (e) the amount described in Section 3.2.8; and (f) the amount described in Section 3.2.15. The Coach and the University agree that the amount of liquidated damages, set forth herein are fair and reasonable and do not constitute a penalty; but also further agree that such liquidated damages shall be subject to Coach's duty to mitigate his damages and shall be offset by the amount of his total income, earnings and compensation that he may receive or be entitled to receive at any time during the unexpired term of this Agreement ending on April 7, 2020. The University agrees that any termination of this Agreement by the University requires written notice to Coach, and such notice must specifically state whether such termination is for Cause or is without Cause (pursuant to this Section 6.7). In the event such termination notice does not so indicate, it shall be deemed that the University's termination was without Cause, and was made pursuant to this Section 6.7.

6. A new Section 14 is added (Miscellaneous) to the Agreement, with the following sub-sections:

14.1 Throughout the Term, the University agrees that it shall provide the Team with a training table at the Ryan Center during the course of each basketball season. This will be done by using University dining services and will be monitored to maintain compliance with NCAA regulations. The menu shall be subject to the prior approval of the Coach.

14.2 The University agrees to fund four (4) air charters during each basketball season during the Term.

14.3 The University agrees to utilize all reasonable efforts to promptly conduct office renovations for the Team offices it being agreed that construction shall commence no later than June 15, 2013 and shall be completed by August 30, 2013.

14.4 The University agrees to use all efforts to remove the Team's obligations to be connected with the University's purchasing agreement with adidas (subject to state purchasing laws). The University agrees that the Team shall be excluded from any future

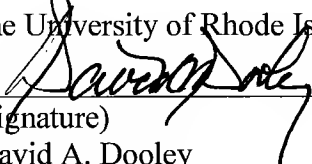
athletic department and/or University apparel or footwear agreements (subject to state purchasing laws). All subsequent apparel or footwear agreements that impact or are in connection with the Team shall be subject to the prior, written approval of the Coach.

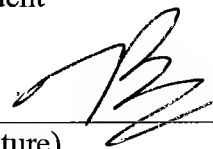
14.5 The University agrees that upon the execution of this Amendment, a new Graduate Student Assistant (GA) position shall be created for a Team strength and conditioning employee.

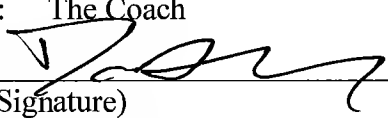
14.6 The benefits detailed in this Section 14 shall not count against the Team budget.

7. Except as expressly amended and modified by the terms and conditions contained in this Amendment, the terms and conditions in the Agreement shall remain in full force and effect.
8. The Agreement and this First Amendment thereto represents the entire agreement of the Parties as to its subject matter and is not subject to any different or other agreements, representations, terms or conditions not expressly set forth or incorporated into said instruments.

ACCEPTED AND AGREED to on the day and date first above written.

For: The University of Rhode Island
by 
(Signature)
David A. Dooley
President

by 
(Signature)
Thor Bjorn
Director of Athletics

For: The Coach
by 
(Signature)
Daniel Hurley

(Legal Address)